

STATE OF IDAHO
DEPARTMENT OF LANDS



AGRICULTURE MARKET RENT STUDY
CONTRACT NO. 09-409
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL AND INSTRUCTIONS

RFP'S will be received by the Idaho Department of Lands at its office at 300 N 6th St Suite 103, Boise, ID 83720 (mailing address P.O. Box 83720, Boise, ID 83720-0050) **until 3:00 PM M.D.T. on May 26, 2009**, for the following:

An agriculture market rent study will be conducted for the 2004-2008 time period to analyze:

- 1) leasing methodology
- 2) Collect leasing information for the individual lease study regions
- 3) Crop share lease considerations
- 4) Cash lease considerations
- 5) Flexible cash lease considerations
- 6) Conservation Reserve Program (CRP) lease considerations.

RFP DEADLINE AND DELIVERY REQUIREMENTS

Sealed RFP's must be received by the Idaho Department of Lands at 300 N 6th St Suite 103, Boise, Idaho, 83720 by 3:00 PM M.D.T. May 26, 2009. The Department of Lands is not responsible for lost or undelivered RFP's or for failure of the United States Postal Service or the Idaho State Capital Mall Central Mail Room to deliver RFP's to the Idaho Department of Lands by the RFP closing deadline. **Late RFP's will not be accepted. Fax RFP's will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Tony Pirc
300 N. 6th St Suite 103
Boise, ID 83720

RFP's are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

Sealed RFP For:	09-409 AGRICULTURE MARKET RENT STUDY
RFP Close:	5/26/09 at 3 P.M. M.D.T.

A RFP submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the "Express/Overnight" shipping envelope.

QUESTIONS

Questions pertaining to RFP specifications must be submitted in writing by email to tpirc@idl.idaho.gov. The **deadline for receiving questions is Wednesday, May 6th, 2009**. Responses to all questions received will be posted on the IDL website at www.idl.idaho.gov. Verbal questions will not be accepted.

Idaho Department of Lands
Agriculture Market Rent Study
Request for Proposal
09-409

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1. SCHEDULE A

STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

Requisition Number **09-409**

Date _____

SOLICITATIONS CLOSE 3 PM MST on 5/26/09

INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole.
Responders will use this form as the first page when submitting Cost Proposal.
Attach separate documents as per Proposal Response Format requirements.

Destination: 300 N 6th St Suite 103, Boise, Idaho, 83720

QUAN.	UNIT	ARTICLES	UNIT PRICE																
1	Each	Total Proposal Cost	\$ _____																
<table border="1"><thead><tr><th>Action</th><th>Due Date</th></tr></thead><tbody><tr><td>Question Period</td><td>Wednesday, May 6, 2009</td></tr><tr><td>Request for Proposal Responses Due</td><td>Tuesday, May 26, 2009</td></tr><tr><td>Notice To Proceed Meeting at 2 p.m.</td><td>Tuesday, June 9, 2009</td></tr><tr><td>Phase One draft report</td><td>Wednesday, July 15, 2009</td></tr><tr><td>Final report for Phase One</td><td>Friday, August 14, 2009</td></tr><tr><td>Draft report for Phase Two</td><td>Friday, August 14, 2009</td></tr><tr><td>Final report for Phase Two</td><td>Tuesday, September 15, 2009</td></tr></tbody></table> <p>Can you successfully meet <u>ALL</u> the Action Due Dates? _____</p> <p>Yes or No</p>			Action	Due Date	Question Period	Wednesday, May 6, 2009	Request for Proposal Responses Due	Tuesday, May 26, 2009	Notice To Proceed Meeting at 2 p.m.	Tuesday, June 9, 2009	Phase One draft report	Wednesday, July 15, 2009	Final report for Phase One	Friday, August 14, 2009	Draft report for Phase Two	Friday, August 14, 2009	Final report for Phase Two	Tuesday, September 15, 2009	
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Delivery requested <u>per specifications</u> MAIL PROPOSAL TO: Idaho Department of Lands Attn. Tony Pirc 300 N, 6 th St Suite 103 PO Box 83720 Boise, ID 83720-0050		We have stated hereon the prices at which we will furnish and at <u>destination named above</u> , the articles or services as specified. Delivery will be made as specified above. Firm _____ Street _____ City _____ State _____ Zip Code _____ Phone _____ Fax _____ E-Mail _____ Taxpayer ID# _____ Signed by _____ Title _____																	

2. SCOPE OF WORK

AGRICULTURE MARKET RENT STUDY

IDAHO DEPARTMENT OF LANDS

The Idaho Department of Lands (IDL), under authority of the Idaho State Board of Land Commissioners (Land Board), manages approximately 2.5 million acres of Public School Trust Lands (Public School Lands) in the state on behalf of nine beneficiary groups. These Public School Lands were granted to Idaho at statehood by the Federal government on the condition that the lands be managed to produce a sustainable long term financial return for the beneficiaries.

MARKET RENT ANALYSIS

An agriculture market rent study will be conducted for the 2004-2008 time period to analyze: 1) leasing methodology, 2) Collect leasing information for the individual lease study regions, 3) Crop share lease considerations, 4) Cash lease considerations, 5) Flexible cash lease considerations, and 6) Conservation Reserve Program (CRP) lease considerations. Specifically the analysis should discuss but is not be limited to the following:

1. Typical leasing methodology and lease type favored by private and public lessor(s) or lessee(s) by region of Idaho
2. Record leasing information collected on Lease Data Summary sheets for crop share, cash, and flexible cash lease arrangement by respective county. Lease Data Summary sheets should include:
 - Indicate if Lessor is a public or private entity
 - General location in County where lease is located
 - Date information verified
 - Access i.e. legal/non-legal and type of road surface, not legal description
 - Dry agricultural or irrigated agricultural land
 - If irrigated who owns water right (i.e. lessor or lessee, not names)
 - Type of Lease i.e. crop share, cash, flexible cash lease
 - Acres in lease
 - Total acres and farmable acres
 - Term of lease i.e. years
 - Total lease rental and lease payment per acre
 - Crop rotation and portion summer fallowed
 - Crop yield per acre per commodity
 - Commodities grown and percent shares
 - How is commodity storage provided
 - Are commodities under contract or sold subsequent to harvest
 - Expenses and how split between landlord and lessee
 - Farm subsidy payment
 - CRP payment and split between landlord and lessee
 - Crop insurance i.e. who pays

- Is lease handled by professional farm manager for the landlord
 - Farm manager fee for providing management oversight
3. Adjustments resulting from lack of full legal access
4. Crop Share Lease Considerations
- Services provided by lessor/lessee and impact on crop share
 - Lease term and acres in lease
 - Crop acres (FSA) versus total lease acres
 - Yield per acre per commodity
 - Crop rotation and who determines crops to be grown
 - How cost for chemical and fertilizer is shared and the affect on respective share
 - How are other costs shared such as electricity, ditch maintenance, noxious weeds, etc.
 - Percent crop share by commodity
 - When, how, where, and to whom are crop commodities marketed and who makes the decision where and when to market the crop commodities
 - Portion of leases managed by a professional farm manager and typical cost for this service
 - Dry agriculture or irrigated agriculture lease
 - If irrigated cropland, typical discount resulting from lessee providing irrigation water
 - How is crop insurance handled
 - Reimbursement provisions by lessor at end of lease term
5. Cash Lease Considerations
- Services provided by lessor/lessee and impact to lease rate
 - Lease term and acres in lease
 - Rental amount and rate per acre
 - Crop acres (FSA) versus total lease acres
 - Yield per acre per commodity
 - Dry agriculture or irrigated agriculture lease
 - If irrigated cropland, typical discount resulting from lessee providing irrigation water
6. Flexible Cash Lease Considerations
- Services provided by lessor/lessee and impact to lease rate
 - Lease term and acres in lease
 - Rental amount and rate per acre
 - Crop acres (FSA) versus total lease acres
 - Yield per acre per commodity
 - Are both yield and commodity price reflected in lease rental calculation
 - Dry agriculture or irrigated agriculture lease
 - If irrigated cropland, typical discount resulting from lessee providing irrigation water
7. Provide percentage of each lease type by region

8. Conservation Reserve Program (CRP) Lease Considerations
 - How CRP payments are split between lessor and lessee
 - Who keeps land eligible for CRP and other federal programs
 - How do other absentee landowners handle the CRP eligibility i.e. does lessee maintain eligibility or does landowner participate in determining eligibility
9. Most desirable portions of each region for prospective agriculture investors to acquire dry cropland and/or irrigated farmland.

PURPOSE OF LEASE RATE ANALYSIS

This study will provide a decision making basis for the IDL and the Land Board to determine appropriate leasing methodology and lease rates for state endowment agriculture property lying within specific regions of Idaho.

MARKET LEASING REGIONS

The individual lease study regions are generally described below and delineated on the attached exhibit:

Phase One

- Camas Prairie
- Palouse

Phase Two

- Eastern Idaho
- South Central Idaho
- Southwest Idaho

DESCRIPTION OF SERVICES; AND DATA TO BE PROVIDED

- A. The appraiser shall make a detailed market rent study to determine the standard leasing methodology used in Idaho and shall make such investigations and studies as are appropriate and necessary to enable the consultant to analyze the data by region and prepare leasing recommendations in a formal report for the 2004-2008 analysis period under this agreement. The appraiser shall identify general location for each lease property by county and region, perform the analyses and prepare the conclusions in the report, and personally confirm (or re-confirm) the leases. Lease data sheets should be included with the report. It is acceptable to redact confidential information from the lease data sheets. All lease rental information, leasing methodology analysis, and other agriculture market information resulting from this study shall become the property of IDL and treated as confidential.
- B. Upon completion of the leasing methodology, lease rates, and services provided by lessee and lessor, and analysis of market data the appraiser shall prepare and furnish one (1) CD ELECTRONIC version of the report(s) to the state for review. After the report(s) has been reviewed and approved by IDL the appraiser shall prepare and furnish five (5) bound copies of the report to IDL along with one (1) CD electronic version to facilitate the need for additional copies.

- C. The report must be sufficiently descriptive to enable a reader to ascertain the estimated market lease rates for both dry and irrigated agricultural land for each of the regions of the state identified above for each year of the analysis period. The appraiser should reconcile the various leasing methodologies to recommend the leasing methodology most suited for IDL that will generate the greatest cash return to Public School Lands.

Report to include map of counties showing general location where lease(s) and how many were collected by county.

TYPE OF REPORT

A narrative report format summarizing the results of the market rental study pursuant to the *Uniform Standards of Professional Appraisal Practice (USPAP)* reporting standards. The report format should reference titles described in the *Market Rent Analysis* section above.

REVIEW AND PAYMENT

Payment in the amount of \$_____ will be made once the report has been reviewed and accepted by IDL. The report(s) should be mailed to Elizabeth Felix, Idaho Department of Lands, 300 North 6th St., Suite 103, P.O. Box 83720, Boise, ID 83720-0050. Upon receipt and acceptance thereof, the lease rental information, leasing methodology analysis, and other agriculture market information in the report shall become the property of the IDL. A thirty-three (33) percent payment will be made upon delivery of the Phase One draft report to the Contract Supervisor on or before July 15, 2009. The final report for Phase One and draft report for Phase Two are due on or before August 14, 2009 at which time an additional thirty-three (33) percent payment will be made. The remaining thirty-three (33) percent payment will be made upon the delivery and acceptance of the final report for Phase Two by the Contract Supervisor on or before September 15, 2009.

PERFORMANCE TIME AND DELIVERY DATE

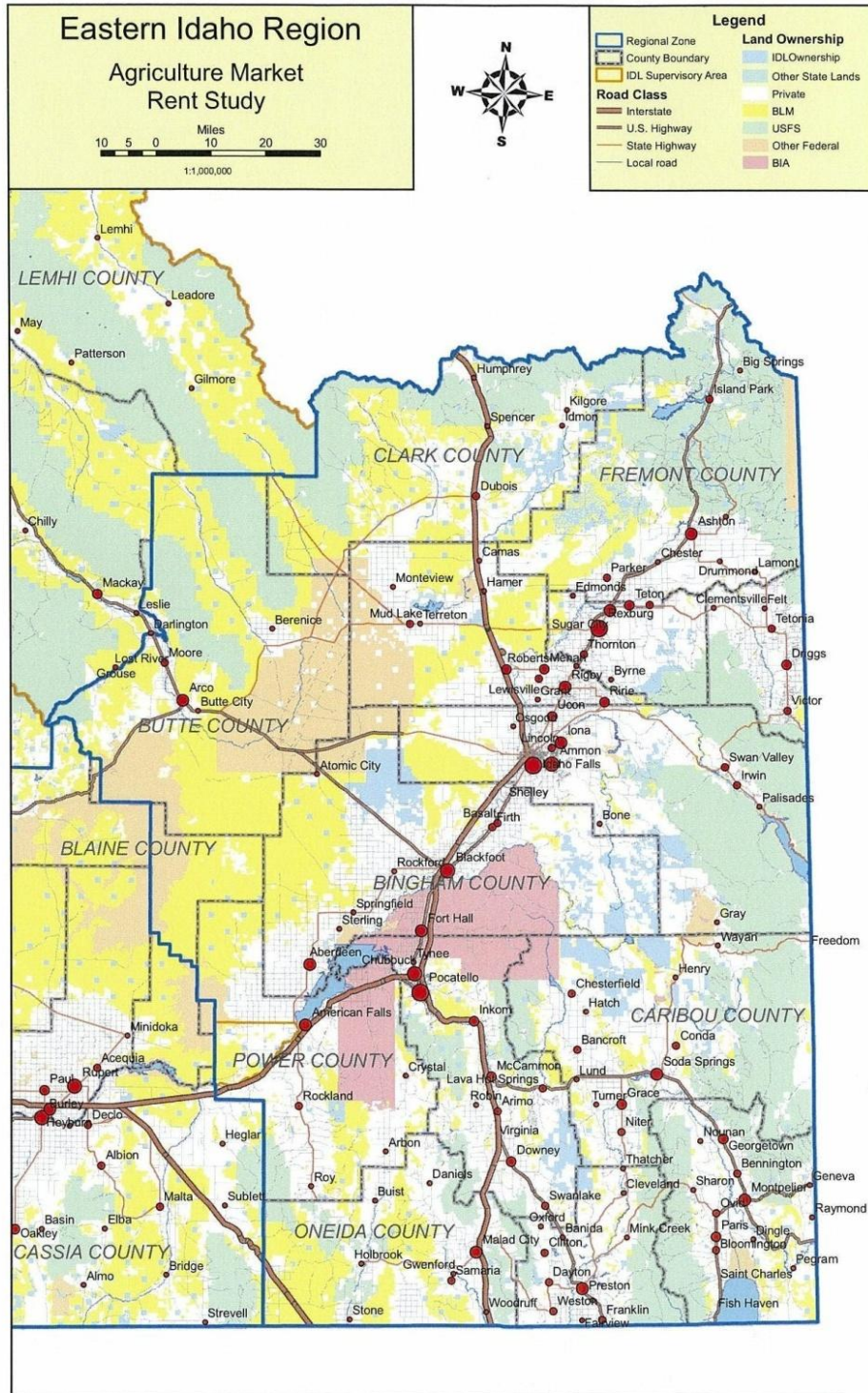
Work may commence once the appraiser has received a signed copy of the contract and a pre-work conference is completed with the contract supervisor. The draft report for Phase One must be completed and delivered not later than July 15, 2009. The final report for Phase One and draft report for Phase Two regions must be completed and delivered not later than August 14, 2009. The final report for Phase Two must be completed and delivered not later than September 15, 2009.

CONTRACTOR QUALIFICATIONS

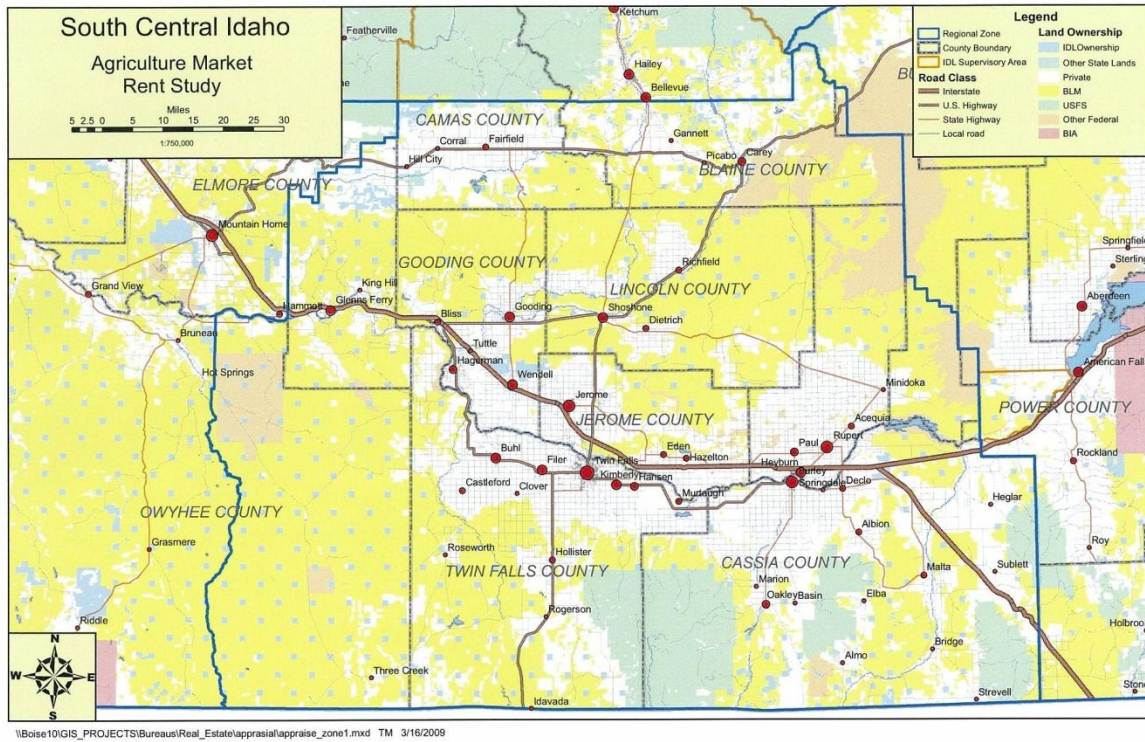
It is desired, but not required, that potential contractors (offerors) have education or work experience involving agricultural properties. Offerors holding a professional appraisal organization designation such as *Accredited Rural Appraiser (ARA)*, *Accredited Farm Manager (AFM)*, or *Member Appraisal Institute (MAI)* will receive additional consideration during the selection process. Any potential contractor who is an appraiser should be a state certified general real estate appraiser in the State of Idaho in accordance with Title 54, Chapter 41, Idaho Code-Idaho Real Estate Appraisers Act. Those offerors having experience performing leasing and rental study analysis will be considered the strongest candidates. Sample/evidence of comparable rent studies should be submitted with proposal.

3. Market leasing region maps

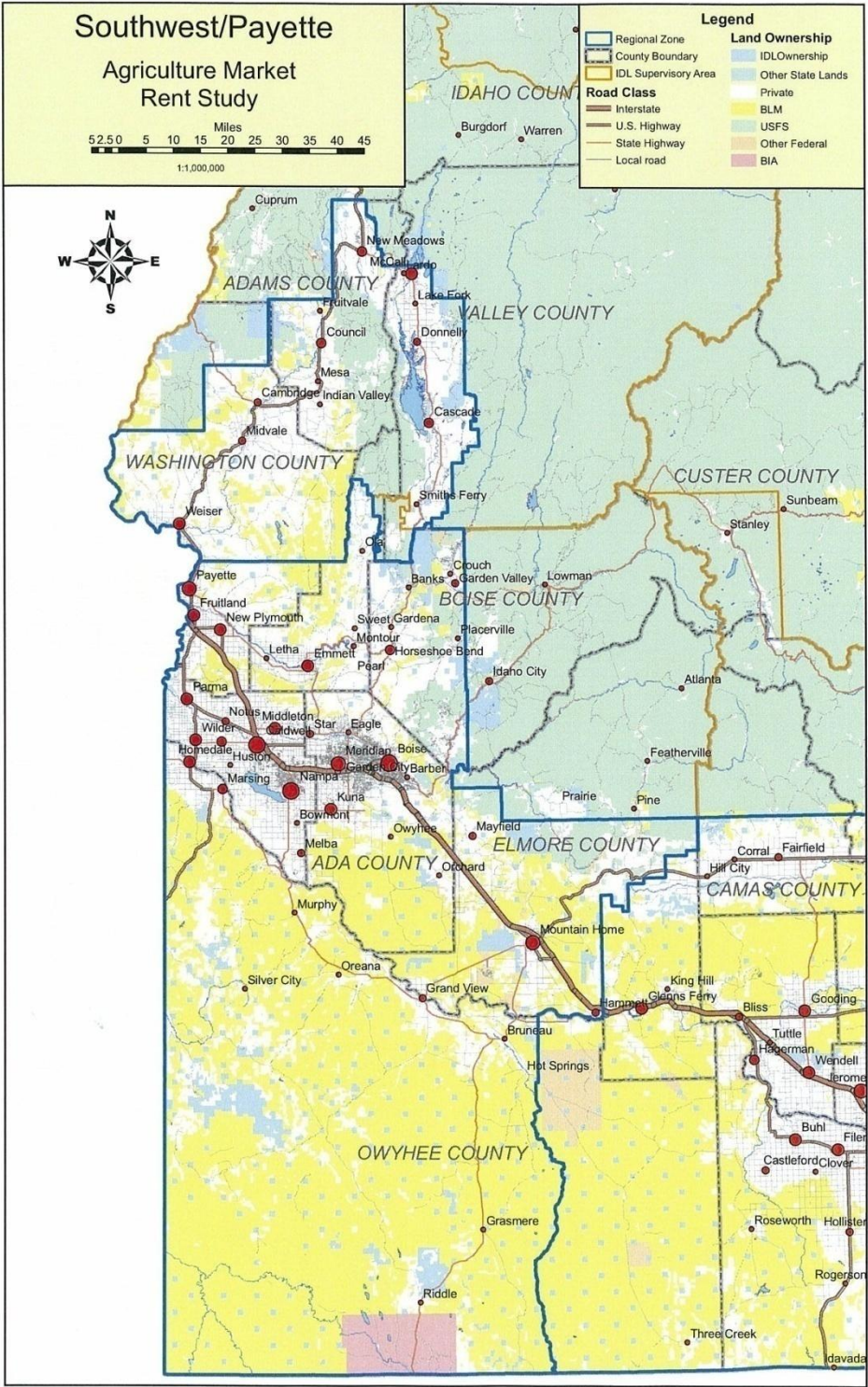
3.1 Eastern Idaho Map



3.2 South Central Idaho Map

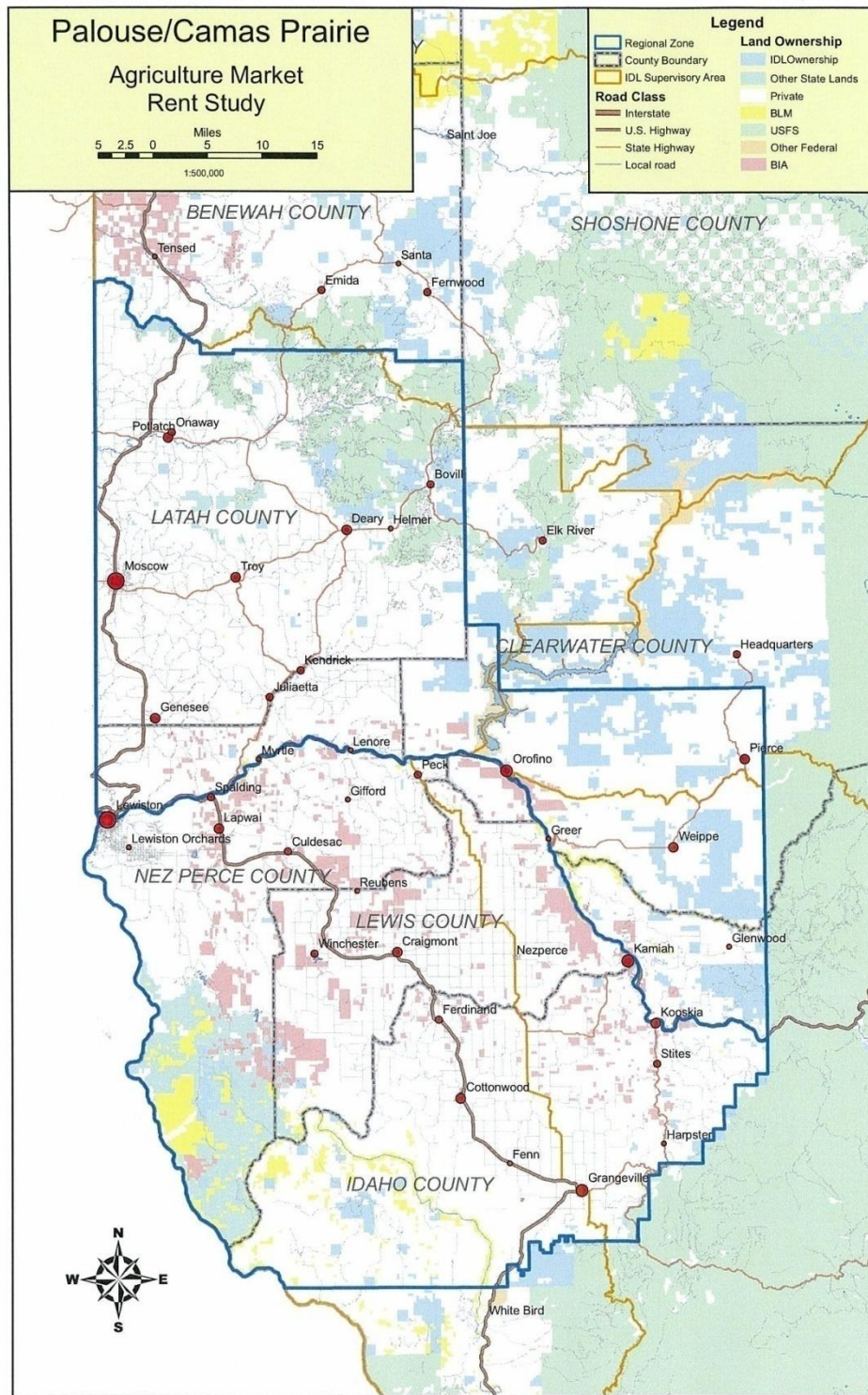


3.3 Southwest / Payette Map



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3.4 Palouse / Camas Prairie Map



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4. Contractor Requirements

4.1 Mandatory Requirements

The proposal must describe the offerors approach to meeting the Technical Specifications and assessing and analyzing Agriculture Market Rents according to the process outlined in the Scope of Work above. The proposal must also show that the offeror is able to provide support services and resources necessary to complete the project within the specified time. Support services and resources include, but are not limited to, personnel, computer equipment, printing and document reproduction equipment, and spreadsheet and database capabilities.

4.2 Contractor Organization

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this bid package.

4.3 Contractor Qualifications and Experience

Describe your staff's qualifications and experience providing similar services and goods described in this bid package. The proposal will clearly indicate how many staff will be in the field and any specialized roles that these persons will perform, and show technical competence.

4.4 References

The offeror shall provide a minimum of three (3) trade references including the names of persons who may be contacted, position of person, addresses, and telephone numbers where products and services similar in scope to the requirements of this bid package have been provided.

4.5 Resumes

The offeror shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of the bid package. Resumes shall include education, experience, license, and/or certifications of each individual.

5 Proposal Response Format

The proposal shall be submitted under the same cover at the same time, in two (2) distinct sections: a *Business/Technical Proposal* which responds directly to the Vendor Requirements set forth in the Scope of Services section, and a *Cost Proposal* which must be submitted with the Schedule A as the first page with a total Proposal cost with a yes or no response to the timeframe. The Cost Proposal shall contain additional pages with a breakdown of all costs to the Department including personnel, equipment, and overhead costs. The cost proposal should include at a minimum the following:

- For personnel, estimate hours, list rate per hour for each person, and total personnel cost.
- Itemize overhead costs
- Itemize subcontract costs if any
- Itemize cost of supplies and materials
- Itemize other direct and indirect costs, and total costs.

Proposals shall be based only on the material contained in this bid package. The bid package includes addenda and any other material published by the State pursuant to the bid package. The offeror is to disregard any previous draft materials and any oral presentations it may have received. All responses to the requirements of this bid package must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

Please submit three (3) complete packets for review, and submit one (1) cd with an electronic version of your proposal.

6 Method of Evaluation and Award

6.1 Evaluation Criteria

An Evaluation Team composed of representatives of the Department will review the proposals. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this bid package.

<u>Evaluation Criteria</u>	<u>Points</u>
Technical Capability and Solution Approach	300
Understanding of project requirements	
Ability to meet timelines	
Approach to quality assurance/quality control	
Other	
Managerial and Staff Capability	300
Past performance (experience)	
Key personnel	
References	
Other	
Cost	<u>400</u>
Maximum Total Points	1000

6.2 Best and Final Offers

The Department may, at its sole option, either accept an offerors initial proposal by award of contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded an offeror may be allowed to submit a "Best and Final Offer" for consideration.

6.3 Negotiations

The Department may, in its best interest, elect to enter into negotiations with the apparent low responsive and responsible bidder.

STATE OF IDAHO
DEPARTMENT OF LANDS

CONTRACT # 09-409

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and _____, hereafter referred to as the "CONTRACTOR."

1. TERMS AND DEFINITIONS

- a. Attachments: The attached scope of work, Contractor's proposal/bid and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- b. State, Idaho Department of Lands, (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. State of Idaho Board of Land Commissioners [Land Board]: Governing body for all Public School Trust Lands within the State of Idaho. Idaho Department of Lands acts on behalf of the Land Board.
- d. Contract Supervisor: The designated Department of Lands representative who will provide administration of the contract and oversee the activities required by the project description.
- e. Contractor: The party or firm performing the service.
- f. Purchasing/Contracts Agent: The Contracting Officer for the Idaho Department of Lands.
- g. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- h. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same to the Idaho Department of Lands prior to execution of the contract and commencement of work. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract. If this contract is let for bid, the cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. HOLD HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unfinished, unusable, or otherwise unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. CONTRACTOR QUALIFICATIONS

As specified in the Scope of Work beginning on page 7 of this document.

21. NOTICE TO PROCEED CONFERENCE

The Contractor must attend the Notice to Proceed [NTP] conference per the Scope of Work which begins on page 7.

22. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated to him in other portions of this contract.
 - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
 - (2) Make recommendations for payment.

23. PAYMENT

Payment will be made in accordance with the method described in the Scope of Work (starting on page 7) and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this contract will not exceed \$_____ as indicated on the Schedule A form submitted by the Contractor.

It is understood that \$_____ represents full payment for all services provided under the contract and is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables, transportation and travel-related expenses including lodging and per diem, operating and administrative costs including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this contract.

24. CONTRACT TERM

This contract will become effective once signed by all parties. The Contractor and Contract Supervisor will discuss the contract terms, work performance requirements, and tentative work schedule at the mandatory Notice to Proceed conference. The contract will terminate _____ (date), unless terminated earlier by the State under any of the provisions of paragraph 19.a of this contract. All requirements of the contract must be satisfactorily completed by the contract termination date.

25. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the Department of Lands, State of Idaho, is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects or refuses to appropriate such funds as may be required for the State of Idaho to continue payments, this contract shall be automatically terminated and at an end, and all future rights and liabilities of the parties hereto shall thereupon cease within ten (10) days after written notice to the Contractor.

26. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

27. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

28. ENTIRE AGREEMENT

This contract, with the State's Invitation to Bid, Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

29. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be executed

effective this _____ day of _____, 2009, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

By _____

Title _____

CONTRACTOR

By _____

Title _____

Taxpayer ID Number